

**EXEMPT FROM FILING FEE  
[GOV. CODE § 6103]**

FILED  
SUPERIOR COURT, METROPOLITAN DIVISION  
COUNTY OF KERN

AUG 17 2010

TERRY McNALLY, CLERK  
DEPUTY

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UTILITY DISTRICT

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF KERN  
METROPOLITAN DIVISION, CIVIL**

SOUTHERN SAN JOAQUIN  
MUNICIPAL UTILITY DISTRICT,

Plaintiff,

vs.

ALL PERSONS INTERESTED IN THE  
MATTER OF THE VALIDITY OF THAT  
CERTAIN CONTRACT, ENTITLED  
"UNITED STATES DEPARTMENT OF  
INTERIOR, BUREAU OF  
RECLAMATION, CENTRAL VALLEY  
PROJECT, CALIFORNIA, CONTRACT  
BETWEEN THE UNITED STATES AND  
SOUTHERN SAN JOAQUIN  
MUNICIPAL UTILITY DISTRICT  
PROVIDING FOR PROJECT WATER  
SERVICE FROM FRIANT DIVISION  
AND FOR FACILITIES REPAYMENT,"  
CONTRACT NO. 11r-1460D, OR IN THE  
PROCEEDINGS LEADING UP TO, AND  
INCLUDING, THE AUTHORIZATION  
OF THE EXECUTION AND THE  
APPROVAL OF SAID CONTRACT,

Defendants.

CASE NO. S-1500-CV-270727 NFT

**[PROPOSED] JUDGMENT VALIDATING  
AND CONFIRMING CONTRACT  
BETWEEN THE UNITED STATES AND  
SOUTHERN SAN JOAQUIN  
MUNICIPAL UTILITY DISTRICT, AND  
RELATED PROCEEDINGS**

[Gov't. Code § 53511; Code Civ. Proc. § 860  
*et seq.*]

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1           Upon reading and considering the unopposed Ex Parte Application for Judgment of  
2 Plaintiff, SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT (“DISTRICT”),  
3 requesting validation and confirmation of that certain contract entitled “UNITED STATES  
4 DEPARTMENT OF INTERIOR, BUREAU OF RECLAMATION, CENTRAL VALLEY  
5 PROJECT, CALIFORNIA, CONTRACT BETWEEN THE UNITED STATES AND  
6 SOUTHERN SAN JOAQUIN MUNICIPAL UTILITY DISTRICT PROVIDING FOR  
7 PROJECT WATER SERVICE FROM FRIANT DIVISION AND FOR FACILITIES  
8 REPAYMENT,” CONTRACT NO. 11r-1460D (hereinafter referred to as the “Repayment  
9 Contract”), and the proceedings leading up to, and including the authorization of the execution  
10 and approval of said contract, all of which are more particularly described in the verified  
11 Complaint on file herein, and due proof having been made by satisfactory evidence submitted  
12 to the Court that the DISTRICT caused this action to be timely brought pursuant Code of Civil  
13 Procedure section 860 *et seq.*; that the Summons was duly issued and published in accordance  
14 with the requirements of Sections 861 and 861.1 of the Code of Civil Procedure and Section  
15 6063 of the Government Code in the Delano Record, a newspaper of general circulation  
16 published in the County of Kern and designated by this Court; that the Summons was also  
17 posted within three (3) public places within the boundaries of the DISTRICT, as required by  
18 this Court; that jurisdiction of the subject matter of this action and of all persons interested  
19 therein has been duly obtained by this Court and is complete pursuant to Code of Civil  
20 Procedure section 862; that no person has appeared in this action to contest the legality or  
21 validity of said Repayment Contract or any of the proceedings leading up to, and including, the  
22 authorization of the execution and approval of said contract; that the time for any interested  
23 person to appear and contest the legality or validity of such matters has expired; that the default  
24 of all defendants has been duly entered; and, upon application of the DISTRICT and  
25 satisfactory evidence presented in support thereof,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

1.       The proceedings leading up to, and including, the authorization of the execution  
and the approval of the Repayment Contract by the DISTRICT’s Board of Directors, are hereby

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validated and confirmed, and each and all provisions of the Repayment Contract are hereby approved, confirmed and declared lawful, valid and upon execution binding upon the respective parties thereto.

2. All persons are permanently enjoined from the institution of any action or proceeding raising any issue as to which this judgment is binding and conclusive.

Dated: 8-17-10

  
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JUDGE OF THE SUPERIOR COURT  
COURT COMMISSIONER